

STATE OF TEXAS  
COUNTY OF BEE

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**INTERLOCAL AGREEMENT  
BETWEEN THE BEEVILLE INDEPENDENT SCHOOL DISTRICT  
AND THE SKIDMORE-TYNAN INDEPENDENT SCHOOL DISTRICT  
FOR DISCIPLINARY ALTERNATIVE EDUCATION SERVICES**

This Agreement is an interlocal agreement entered pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Ch. 791, and Chapter 37, Texas Education Code, and is entered into to be effective August 1, 2006, between the Beeville Independent School District ("BISD") and the Skidmore-Tynan Independent School District ("STISD") (collectively, the "Parties.")

**RECITALS:**

**WHEREAS:**

- (1) Texas Education Code §37.008 requires all independent school districts to provide a disciplinary alternative education program ("DAEP"); and
- (2) BISD operates a DAEP; and
- (3) STISD desires to provide a DAEP by paying BISD for the shared use of its services;

**NOW THEREFORE**, by this Agreement it is mutually understood and agreed by the Parties as follows:

**SECTION ONE: PAYMENT**

1.1 STISD agrees to pay BISD, pursuant to this Agreement, the sum of **nineteen thousand dollars (\$19,000.00)** to be due and owing on September 1, 2006. Such payment is intended to pay for providing five (5) seats in BISD's DAEP for the 2006-2007 School Year at a cost of three thousand eight hundred dollars (\$3,800.00) per seat.

1.2 In consideration for such payment, BISD agrees to provide DAEP services for up to five (5) STISD students.

1.3 In the event STISD needs more than five (5) seats in the DAEP, STISD agrees to pay the daily rate of twenty-two dollars (\$22.00) per day for each extra seat needed.

## **SECTION TWO: TERM OF THE AGREEMENT; TERMINATION**

2.1 The Initial Term of this Agreement shall be for the 2006-2007 School Year.

2.2 This Agreement shall automatically renew each successive School Year (the "Renewal Term"), unless either party notifies the other in writing that it wishes to terminate the Agreement at least sixty (60) days prior to BISD's first day of instruction of the upcoming School Year.

2.3 DAEP services under this Agreement shall not be provided after BISD's last instructional day of the School Year. For the Initial Term, the last instructional day is May 31, 2007. It is understood that BISD's last instructional day may vary for each Renewal Term.

2.4 The Parties agree to renegotiate the payment terms of this Agreement during the Summer Term, which is the period of time between the last instructional day of one School Year and the first instructional day of the succeeding School Year. Any change in payment terms shall be made in accordance with Section 4.3 of this Agreement. If the Parties can not agree to payment terms before the beginning of the next Renewal Term, either Party may terminate this Agreement by providing written notice to the other Party. Such notice does not have to comply with Section 2.2 above.

2.5 In the event that BISD shall cease to offer DAEP services during the Initial Term or a Renewal Term of this Agreement for any reason, this Agreement shall terminate, effective immediately upon the discontinuation of such services. Written notice of such termination shall be provided to STISD, and funds paid under this Agreement shall be returned, on a pro rata basis.

2.6 This Agreement may be terminated at any time by written mutual agreement of the Parties.

## **SECTION THREE: PLACEMENT OF STUDENTS WITH DISABILITIES**

3.1 The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal ("ARD")

committee. STISD shall be responsible for conducting an ARD if necessary, and for providing services otherwise required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. STISD shall provide and fund related services specified in the student's Individualized Education Plan ("IEP").

3.2 STISD must ensure that any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law is taken only after the student's ARD committee conducts a manifestation determination review under 20 U.S.C. Section 1415(k)(4) and its subsequent amendments. STISD must ensure that any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of (1) functional behavioral assessments; (2) positive behavioral interventions, strategies, and supports; (3) behavioral intervention plans; and (4) the manifestation determination review.

3.3 STISD may not place a student with a disability who receives special education services in DAEP solely for educational purposes.

3.4 If a special education assignment to DAEP is made, BISD shall ensure that a teacher in the DAEP holds an appropriate certificate or permit for that assignment.

3.5 The parties shall cooperate in the provision of related services to students placed in the DAEP.

3.6 STISD shall provide reasonable notice to BISD of an ("ARD") meeting at which placement in the DAEP will be considered or when reviewing or modifying the program of a special education student served in the DAEP.

3.7 If, after placement of a student with disabilities in the DAEP under this Agreement, BISD has concerns that the student's educational or behavioral needs cannot be met in the DAEP, BISD shall immediately provide written notice to STISD. Upon receipt of such notice, the STISD shall convene an ARD committee meeting to reconsider the placement of the student in the DAEP. A representative of the DAEP may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the DAEP.

#### **SECTION FOUR: MISCELLANEOUS**

4.1 In general, the Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. Specifically, STISD agrees to comply with BISD's DAEP guidelines and

rules. This Agreement is subject to all applicable present and future valid laws governing the public schools and DAEPs. In the event that either Party hereto is required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

4.2 Any notice provided hereunder by any party to the other shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by facsimile; or (4) delivered by a reputable courier service, to the following address or telecopy number:

**Beeville Independent School District:**

Dr. John Hardwick  
Superintendent of Schools  
2400 N. St. Mary's St.  
Beeville, Texas 78102  
Telephone: (361) 358-7111  
Facsimile: (361) 358-7837

**Skidmore-Tynan Independent School District:**

Dr. Brett Belmarez  
Superintendent of Schools  
224 W. Main St.  
Skidmore, Texas 78389  
Telephone: (361) 287-3426  
Facsimile: (361) 287-3442

Any Party may designate a different agent or address for notice purposes by giving the other Parties ten (10) days written notice in the manner provided above.

4.3 If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

4.4 This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

4.5 If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction or the Texas Education Agency to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

4.6 No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Party hereto without the prior written consent of the other Parties hereto.

4.7 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

4.8 Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, administrators, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

4.9 The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity. If such funds are not available, all obligations shall cease hereunder.

4.10 This Agreement must be approved by the Parties' governing boards at meetings that are properly posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

4.11 Any dispute arising under this Agreement may be submitted, upon agreement of all Parties, to non-binding mediation. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential unless the Parties agree, in writing, to waive the confidentiality.

IN WITNESS WHEREOF, the undersigned Parties acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

**APPROVED:**

**BEEVILLE INDEPENDENT SCHOOL  
DISTRICT**

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**Nick Cardenas**  
President, Board of Trustees

**ATTEST:**

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**Laura Fischer**  
Secretary, Board of Trustees

**On the \_\_\_ day of October, 2006.**

**APPROVED:**

**SKIDMORE-TYNAN INDEPENDENT SCHOOL  
DISTRICT**

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**Rick Olivares**  
President, Board of Trustees

**ATTEST:**

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**Danny Gonzales**  
Secretary, Board of Trustees

**On the \_\_\_ day of October, 2006.**